

A. G. Contract No. KR93 2672TRN
JPA No. 93-165
ECS File: JPA 94-65
Project: CM-TMP-0(3)P
Fund: SS321 01C
Section: Bicycle Lane Striping

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 11 FEBRUARY, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TEMPE, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Congress has authorized appropriations for, but not
limited to performing highway studies, design and construction
of streets and primary, feeder and farm-to-market roads; the
replacement of bridges; the elimination of roadside obstacles;
and the application of pavement markings.

4. Such project within the boundary of the City has been
selected by the City, and, as required, submitted to the
Federal Highway Administration ("FHWA") for approval. The FHWA
has approved the project and has committed funds to the project
as hereinbelow specified.

NO. <u>18401</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/11/94</u>
<u>Richard Hahn</u> Secretary of State
By <u>Nicky V. Grossman</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work contemplated under this agreement will be accomplished by City forces, and the estimated cost is as follows: BICYCLE LANE STRIPING. -

Estimated Project Cost	\$ 55,000.00
Federal Aid Funds @ 94.3 % of \$55,000.	\$ 51,865.00
Tempe City Funds	\$ 3,135.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to furnish and provide City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The City will provide the preliminary engineering and planning studies, the environmental analysis, right-of-way plans, plans and specifications and design of the project. The State will provide design review of the project plans, specifications and related documents, and provide comments which shall be incorporated into the design documents.

4. The City may request the State, as authorized agent for the City, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

5. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

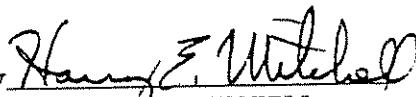
City of Tempe
City Manager
31 East 5th Street
Tempe, AZ 85280

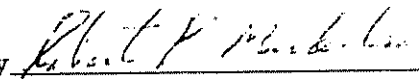
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA
Department of Transportation

By 
HARRY E. MITCHELL
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By 
HELEN FOWLER
City Clerk

RESOLUTION

BE IT RESOLVED on this 14th day of October 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tempe for the purpose of defining responsibilities for design, construction and maintenance of bicycle lane striping in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



LARRY S. BONINE
Director

RESOLUTION NO. 93.84

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION

WHEREAS, it is to the mutual advantage of the State of Arizona and the City of Tempe to widen portion of Hardy Drive south of University Drive to accommodate bicycle lanes, and

WHEREAS, the Arizona Department of Transportation has prepared an agreement setting forth the provisions and responsibilities for construction of said project.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Mayor of the City of Tempe is hereby authorized to execute an agreement with the State of Arizona, Department of Transportation setting forth the provisions and responsibilities for the construction of roadway widening along Hardy Drive south of University Drive.

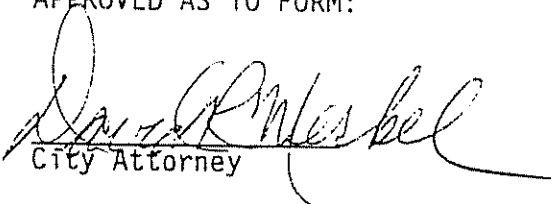
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA this 18th day of November, 1993.


Mayor

ATTEST:


City Clerk


APPROVED AS TO FORM:


City Attorney

CERTIFICATION

I, Helen R. Fowler, the City Clerk for the City of Tempe, Maricopa County, Arizona, do hereby certify the attached to be a true and exact copy of Resolution No. 93.84, passed and adopted at the Regular Council Meeting of November 18, 1993, byt the Tempe City Council, Tempe, Arizona.

Dated this 14th day of December, 1993.

A handwritten signature in cursive script, reading "Helen R. Fowler", is written over a horizontal line.

Helen R. Fowler, CMC
City Clerk

JPA 93-165

APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 17th day of Dec., 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE: 512-5035
TELECODIER: 512-1085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2672-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of February, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsc.
8365G